

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 24-60347-CIV-SINGHAL

ADIDAS AG, ADIDAS INTERNATIONAL
MARKETING B.V., and ADIDAS AMERICA, INC.

Plaintiffs,

v.

THE INDIVIDUALS, BUSINESS ENTITIES AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE "A,"

Defendants

DEFAULT FINAL JUDGMENT AND PERMANENT INJUNCTION

THIS CAUSE is before the Court following the Court's Order (DE []) granting Plaintiffs' Motion for Entry of Final Default Judgment Against Defendants. In accordance with Federal Rule of Civil Procedure 58(a), the Court enters this separate final judgment. Accordingly, it is hereby

ORDERED AND ADJUDGED that Final Default Judgment is entered in favor of Plaintiffs, adidas AG, adidas International Marketing B.V., adidas America, Inc. (collectively "Plaintiffs"), and against Defendants the Individuals, Business Entities and Unincorporated Associations identified on Schedule "A" hereto (collectively, "Defendants") as follows:

1. Permanent Injunctive Relief:

Defendants and their officers, directors, employees, agents, subsidiaries, distributors, and all persons in acting in concert and participation with Defendants are hereby permanently restrained and enjoined from:

- a. manufacturing, causing to be manufactured, importing, advertising, promoting, distributing, selling or offering to sell counterfeit and infringing goods bearing and/or using Plaintiffs' trademarks, or any confusingly similar trademarks identified in Paragraphs 17 and 18 of the Amended Complaint (DE [19]) (the "adidas Marks");
- b. using the adidas Marks in connection with the sale of any unauthorized goods;
- c. using any logo, and/or layout which may be calculated to falsely advertise the services or products of Defendants as being sponsored by, authorized by, endorsed by, or certified by Plaintiffs;
- d. falsely representing themselves as being connected with Plaintiffs, through sponsorship or association;
- e. engaging in any act which is likely to falsely cause members of the trade and/or of the purchasing public to believe any goods or services of Defendants are in any way endorsed by, approved by, and/or associated with Plaintiffs;
- f. using any reproduction, counterfeit, copy, or colorable imitation of the adidas Marks in connection with the publicity, promotion, sale, or advertising of any goods sold by Defendants;
- g. affixing, applying, annexing or using in connection with the sale of any goods, a false description or representation, including words or other symbols tending to falsely describe or represent goods offered for sale or sold by Defendants as being those of Plaintiffs, or in any way endorsed by Plaintiffs and from offering such goods in commerce;
- h. otherwise unfairly competing with Plaintiffs;
- i. using the adidas Marks, or any confusingly similar trademarks on e-commerce websites, within domain name extensions, metatags or other markers within website source code, from use on any webpage (including as the title of any web page), from any advertising links to other websites, from search engines' databases or cache memory, and from any other form of use of such terms which are visible to a computer user or serves to direct computer searches to e-commerce websites, or domain names registered by, owned, or operated by Defendants; and
- j. effecting assignments or transfers, forming new entities or associations or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth above.

2. Additional Equitable Relief:

- a. To give practical effect to the Permanent Injunction, upon Plaintiffs' request, the domain names identified on Schedule "A" hereto ("E-commerce Store Names") are hereby ordered to be immediately transferred by Defendants, their assignees and/or successors in interest or title, and the Registrars to Plaintiffs' control. To the extent the current Registrars do not facilitate the transfer of the E-commerce Store Names to Plaintiffs' control within five (5) days of receipt of this Judgment, upon Plaintiffs' request, the top level domain ("TLD") Registry for each of the E-commerce Store Names, or their administrators, including backend registry operators or administrators, shall, within thirty (30) days, (i) change the Registrar of Record for the E-commerce Store Names to a Registrar of Plaintiffs' choosing, and that Registrar shall transfer the E-commerce Store Names to Plaintiffs, or (ii) place the E-commerce Store Names on Registry Hold status for the life of the current registration, thus removing them from the TLD zone files maintained by the Registries which link the E-commerce Store Names to the IP addresses where the associated websites are hosted;
 - b. Defendants, their agent(s) or assign(s), shall assign in writing all rights, title, and interest, to their E-commerce Store Name(s) to Plaintiffs and, if within five (5) days of receipt of this Order Defendants fail to make such an assignment, the Court shall order the act to be done by another person appointed by the Court at Defendants' expense, such as the Clerk of Court, pursuant to Federal Rule of Civil Procedure 70(a);
 - c. Defendants, their agent(s) or assign(s), shall instruct in writing all search engines to permanently delist or deindex the E-commerce Store Name(s) and, if within five (5) days of receipt of this Order Defendants fail to make such a written instruction, the Court shall order the act to be done by another person appointed by the Court at Defendants' expense, such as the Clerk of Court, pursuant to Federal Rule of Civil Procedure 70(a);
 - d. Plaintiffs may serve this injunction on any Internet search engines with a request that they permanently disable, deindex, or delist all URLs of the E-commerce Store Names used by Defendants to promote, offer for sale and/or sell goods using counterfeits and/or infringements of the adidas Marks, based upon Defendants' unlawful activities being conducted via the E-commerce Store Names as a whole;
3. Statutory damages in favor of Plaintiffs pursuant to 15 U.S.C. section 1117(c):
- a. Award Plaintiffs damages of \$1,000,000.00 against each Defendant, for which let execution issue, based upon the Court's finding that each Defendant infringed at least one trademark on one type of good. The Court considered both the willingness of each Defendant's conduct and the

deterrent value of the award imposed, and the awarded amount falls within the permissible statutory range under 15 U.S.C. section 1117(c).

4. All funds currently restrained or held on account for all Defendants by all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to, PayPal, Inc. ("PayPal"), and their related companies and affiliates, are to be immediately (within 5 business days), transferred by the previously referred to financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms and by Defendants, to Plaintiffs and/or Plaintiffs' counsel in partial satisfaction of the monetary judgment entered herein against each Defendant. All financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to, PayPal, and their related companies and affiliates, shall provide to Plaintiffs at the time the funds are released, a breakdown reflecting the (i) total funds restrained in this matter per Defendant; (ii) the total chargebacks, refunds, and/or transaction reversals deducted from each Defendant's funds restrained prior to release; and (iii) the total funds released per Defendant to Plaintiffs.
5. Pursuant to 15 U.S.C. § 1116, 28 U.S.C. § 1651(a), The All Writs Act, Federal Rule of Civil Procedure 65, and the Court's inherent authority, upon the Plaintiffs' request, Defendants and any financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to, PayPal, and their related companies and affiliates, identify and restrain all funds, up to and including the total amount of

judgment, in all financial accounts and/or sub-accounts used in connection with the E-commerce Store Names, or other alias identification names used by Defendants presently or in the future, as well as any other related accounts of the same customer(s) and any other accounts which transfer funds into the same financial institution account(s), and remain restrained until such funds are surrendered to Plaintiffs in partial satisfaction of the monetary judgment entered herein.

6. Interest from the date this action was filed shall accrue at the legal rate. See 28 U.S.C. § 1961.
7. The bond posted by Plaintiffs in the amount of \$10,000.00 is ordered released by the Clerk of Court.
8. The Court retains jurisdiction to enforce this Judgment and permanent injunction.
9. Plaintiffs are ordered to serve a copy of this Order upon Defendants by providing the address to Plaintiffs' designated serving notice website to each Defendant via the e-mail accounts provided by that Defendant as part of the data related to its e-commerce store, including customer service e-mail addresses, and/or onsite contact forms, and private messaging application and/or services, or via the registrar of record for each of the E-commerce Store Names; and by publicly posting a true and accurate copy of this Order on Plaintiffs' designating service notice website appearing at <https://servingnotice.com/D34a29f/index.html>.

10. The Clerk of Court is directed to **CLOSE** this case and **DENY AS MOOT** any pending motions.

11. To the extent not otherwise disposed of, all deadlines are **TERMINATED**.

DONE AND ORDERED in Chambers, Fort Lauderdale, Florida, this ____ day of _____ 2024.

RAAG SINGHAL
UNITED STATES DISTRICT JUDGE

Copies furnished to counsel of record via CM/ECF

SCHEDULE A
DEFENDANTS BY NUMBER, E-COMMERCE STORE NAME,
FINANCIAL ACCOUNT INFORMATION, AND E-MAIL ADDRESS

Def. No.	Defendant / E-commerce Store Name	Account Information: Payee	Account Information: Merchant ID	Account Information: Payment Account	Email Address
1	annareps.com			19577667825@163.com chendexing2004@163.com	annareps2023@gmail.com
1	arrenfashion.com			19577667825@163.com	annareps2023@gmail.com arrenfashion@gmail.com
2	airjordane.shop	TANSPORTSHOES	GKDGU6YQ7KMPU	laotangmj007@163.com	support@zngogo.com zikecke@gmx.com
2	airjordans-us.com	TANSPORTSHOES	GKDGU6YQ7KMPU	laotangmj007@163.com	support@zngogo.com zikecke@gmx.com
2	tanskicks.com	TANSPORTSHOES	GKDGU6YQ7KMPU	laotangmj007@163.com	support@zngogo.com zikecke@gmx.com
3	airsneakerworld.com		TQN8ZBRLK7U7A	hoanthithuyphuong71@gmail.com	support@airsneakerworld.com
			MWU7RX663XZW8		phamtoan2826794@gmail.com
			GMPP75UVB3N8W		lytuan8554829@gmail.com
4	alejersey.com	home777cc@hotmail.com	595D6FLA68C54		alejersey@outlook.com 25b5f6bc6918b16368a89c0f20fe1f7dbb21614d3d130b5ab7713b00e5907d96@alejersey.com.whoisproxy.org
5	artemisstreet.by	ff yf ye	RNQ7J7FUB8LMN	swansonzhang@outlook.com	artemisstreet20@gmail.com payment@sneakslimited.com
6	azhawaiian.com	Azhawaiian	NZ2K5AGGWZUTG	vietlesang@gmail.com	azhawaiian.com@gmail.com info@azhawaiian.com hogiabao@aol.com nguyenthanhxuan2301@aol.com sangle.minh@aol.com vuthithuong090100@hotmail.com

7	beecosy.store	Nguyen Hoang Phi	VGFTKSMH92Z9C	support@fleepeak.com	support@beecosy.store hoangphihd1994@gmail.com support@mt-styles.com lytuan8554829@gmail.com ducnhatduong2011@gmail.com
			YUGA2GYDV38SE	hoantrinhvien21@gmail.com	
		Nguyen Hai Nam	9GDZGQTJPZTX6	namhainguyen161@gmail.com	
		Hoang Van Quang	TD6XA99ER4TFL	quang.hv1290@gmail.com	
		Duong Duc Nhat	C9ZT85HM3SQD2	support@giftauthy.com	
		Le May	EEFBZV3KRX2NA	lemay231120@gmail.com	
8	billionsneaker.com			mambanoble@outlook.com	billionsneaker01@gmail.com
9	brandsoff.ru	陈洁婷		2495290343@qq.com	service@brandsoff.ru
10	braytime.com	东营亚盛商贸有限公司	S3RHBNU4VP7WL	yashengshangmao@outlook.com	tretwellleenoraxl@yahoo.com
11	cenniestore.com	Nguyen Quang Tam		cs@dlegift.com	cs@cenniestore.com
11	minzyshop.com	www.minzyshop.com	WNBTSAREYF3CW	boyscrui972@gmail.com	cs@Minzyshop.com
12	cheapjerseys.vip	宿州市分影网络科技有限公司	7CKCY35WFMRRA	jerseymibnfl@hotmail.com	shopjerseys@hotmail.com
13	cheapjerseystop.com	Cai Dongxia		985362@qq.com	joezhang001@outlook.com wholesalejersey.us.com @hotmail.com
14	chinastorevip.com		XJ2SDHTL563JN	664195159@qq.com	
15	cocokickgroup.xyz			perfei321@163.com	laofay03@gmail.com
				liunji11@163.com	afeifa434@gmail.com
16	cocokicks.shop	Asmi luna	BZBJL2C68PP68	lucasjenen@gmail.com	cocokicksstore@gmail.com
16	cocoshoes.co	Vuston Sum	HZ6L8DJGKEQYS		cocoshoes.shop1@gmail.com
16	getreadys.net	Kustos Sun	TP5GYGJ2URS52		getreadysshop@gmail.com
16	redditsneakers.com	Kustos Sun	TP5GYGJ2URS52		redditsneakerstore@gmail.com
16	tonysneaker.xyz	Kustos Sun		cheanelem.ereu@gmail.com	tonysneakersstore@gmail.com

17	coolkicksmall.com	Haizhong Digital Technology Co., Ltd.		xhynvtix@gmail.com	service@coolkicksmall.com xhynvtix@gmail.com keithjcook@web.de ock311@gmailqq.com
17	stockxyeezy.org	海众数字科技有限公司	APMYAD8X JXAQ8	xhynvtix@gmail.com	stockxyeezy97@gmail.com keithjcook@web.de ock311@gmailqq.com
19	footskick.top	儋州景浩网络科技有限公司	L4XS9XV3Q RY8N	karawilderma9720@hotmail.com	mariofity@outlook.com
19	kickstone.top	儋州景浩网络科技有限公司	L4XS9XV3Q RY8N	karawilderma9720@hotmail.com	mariofity@outlook.com
20	funftball.com	1150342397@qq.com	ZL4J2329S Q33G		support@funfootballdream.com
21	goodfaith8.com	aaron1912@163.com	NC8FJMUM JS2CC	c572504@outlook.com	aaron1912@163.com 2224371020@qq.com pw-17475074b264fe02c2bf11dd1d88f8be@privacyguardian.org
22	grkits1.com			yangfuru6628@163.com	grkits@163.com
23	hotkickss.ru	卢建军 @kick778	WHM9LQJS JQFCN	ljpp1974@outlook.com	hotkickss1977@hotmail.com zjrpp1983@outlook.com fetchx001@gmail.com
24	jumpease.shop	惠州市行健互联科技有限公司	55PAWZ8D PJQWS	huizhouxingjian@163.com	yangdddl@gmail.com
25	kickluo.cc	海口龙华资强百货商行	RVL2GJ89Q 8324	luozq2023@gmail.com	kickluo@gmail.com kickluo@163.com
26	kicksnow.com.co	红 彭		sheilajrivas@hotmail.com	kicksnowofficial@gmail.com
27	kicksrz.com	Lin Zhicong		lzcong01@vip.qq.com	service@kicksrz.com kicksrz@outlook.com lzcong0101@hotmail.com 469324046@qq.com
28	kkgoole.com	Huang Kai @huangkkgol	Z9K97GTV9 LQXA	huangkai82@126.com	kkgol2020@gmail.com
29	kkjersey.com	953808027@qq.com e572504@outlook.com	MKCNRTYM S3QCE J3ZDEEZ6H 3K6L	d572504@outlook.com	pw-f1f5ab86f28e6318986f76ea7dc46ac7@privacyguardian.org
30	kotofanss.com			yxw98151@163.com	mhx98151@163.com

31	lalanstore.com	Fencipay-01	G3GL5S8VL6SR4	luonggpt98@gmail.com	llalanstorehelpdesk@gmail.com support@lalanstore.com 747c0c7ec3e6419a810fd22de08943f8.protect@withheldforprivacy.com
32	lukethoro.com			lukethoro@hotmail.com	
33	lushenticbags.com				support@lushenticbags.com abf2c1205edf4573ad4986cba6996fc6.protect@withheldforprivacy.com
34	mantopod.com	Trinh Thi Ha		qtmedia.hr@gmail.com	cs@mantopod.com support@mantopod.com
		MantoPod.com	MLULZPNHZFG9N		congtymanto@gmail.com diemvuongbou1994@gmail.com
		Nguyen Van Dong	R8DKLBD7VHDGE	support@mantostore.co	com diemvuongboy1994@gmail.com
35	messi105.com			cgy2088@163.com	messisoccerjerseys@gmail.com
36	mingjersey.com	zjm131022@163.com	8AU6NFT63QCHW		zjm131022@163.com
37	mmjerseys00.com			mmjerseys00@gmail.com	mmjerseys00@gmail.com noreply@notice.mailzh-apolo.com scofeechen@163.com camille@lenrick.com scofee@163.com
38	momogou818.com			327663121@qq.com	wang13044287318@gmail.com
39	motios1.com	mo yuanfu@dlmyf	LKGHHW785GNFE		motios1@163.com 1723808261@qq.com
40	myloso.com	西安蒂克电商产业有限责任公司	K8NTFYXRDMWMA	service@moruning.com	service@myloso.com payment@marianla.com service@wumone.com
41	mytideshoes.com				tarikamiszika@gmail.com
42	newkick.cc			anpgsln@gmail.com	newkickco@gmail.com
43	nicekicksshop.com		S4XDV7NT4L9UU	sheakrirk3717@gmail.com	nicekicksshop2012@gmail.com irwkh238@gmailqq.com

43	stockxsnk.com	常州极创贸易有限公司	S4XDV7NT4L9UU	sheakrirk3717@gmail.com	stockxsnkservice@gmail.com irwkh238@gmailqq.com
44	omgow.vip			zelle1988@163.com	omgow@vip.163.com
44	omgow1688.ru			zelle1988@163.com	omgow@vip.163.com omgow1128@gmail.com
45	pkgodkicks.com	江苏彭创商贸有限公司	4XVCET3U68T2E	eheuhm@gmail.com	pkgodkicks@pkgodkicks.com pkgodkicks2@gmail.com hu558171774737@163.com
45	sharesneakers.com	江苏彭创商贸有限公司	4XVCET3U68T2E	eheuhm@gmail.com	service@sharesneakers.com hu558171774737@163.com bootsmasterlin@gmail.com 593738383@qq.com 995370684@qq.com
46	profootballkits.cn	804094993@qq.com	F3CS8M8LV E73J		profootballkits@163.com
			R362SNPU5 WTVY	1669737165@qq.com	
47	retrosneakers.shop	hai kou dong ou wu jin you xian gong si Haikou Baihui Furniture Co., Ltd.	F4L2RH28N 2C9N	limeishoes@outlook.com limeishoes1@outlook.com	limei00333@gmail.com noreply@notice.yycartapps.com yareli_2a@gmx.com sarrita1994@gmx.com
48	sailkicks.cn	范玉香		service@sailkicks.cn	service@sailkicks.cn
49	searchjersey.cn a/k/a searchjersey.co	Haikou Dong Bangguo Trading Co., Ltd.	DVTRU7G6 4SQC6	bangguomaoyi@outlook.com	searchjerseys@outlook.com noreply@searchjerseys.cn 437390588@qq.com
50	sneakerxs.com			1056037713@qq.com	shop168sir@163.com
51	sunsneakers.com		946Z8UCTC KQUN	sunpp01@qq.com	sunsneakersofficial@gmail.com
52	teehex.com	Family T-shirts store teehex.com	BW8UQNM N4K83J	safwatahmedzeko@gmail.com kerollos.gad1989@gmail.com	support@teehex.com legal@teehex.com d0567b7fbdd440e3b517e68d39ba551c.protect@withheldforprivacy.com
56	uakickzs.com		5XT6R2HSK 2WUJ	bossvu260391@gmail.com	service@b2c-service.com

58	unitedfootballjerseys portsshirt.com		4FA5ZDJSE G6R6	3655417135@qq.com	unitedfootballshirt@gmail. com
			FFSTWAZJ6 KWRW		3306907010@qq.com
59	vip1238.com		ZMNHJ5L3S G3ZS	3366807483@qq.com	
61	zvbesh1.com			1790528552@qq.com	zvbesh86@163.com